

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA

AMANDA HARTLEY,)
)
Plaintiff,)
)
v.) Case No. 2:05CV1081-T
)
EQUIFAX INFORMATION SERVICES)
LLC., EXPERIAN INFORMATION)
SOLUTIONS, INC., TRANS UNION LLC,)
)
Defendants.)
_____)

ANSWER OF EQUIFAX INFORMATION SERVICES LLC

COMES NOW Equifax Information Services LLC (“Equifax”), by counsel, and hereby files its Answer to Plaintiff’s Complaint as follows:

PRELIMINARY STATEMENT

1. In response to Paragraph 1 of Plaintiff’s Complaint, Equifax admits that Plaintiff purports to bring this action for damages based on alleged violations of the FCRA and claims under Alabama law, all of which Equifax denies any liability.
2. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of Plaintiff’s Complaint and therefore, denies the same.
3. Equifax admits the allegations contained in Paragraph 3 of Plaintiff’s Complaint.
4. Equifax admits it is a consumer reporting agency as defined by §1681 of the FCRA. Equifax denies the remaining allegations of Paragraph 4 of Plaintiff’s Complaint, if any.

5. Equifax admits the allegations of Paragraph 5 of Plaintiff's Complaint.

6. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 6 of Plaintiff's Complaint.

7. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 7 of Plaintiff's Complaint.

8. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 8 of Plaintiff's Complaint.

9. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 9 of Plaintiff's Complaint.

10. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 10 of Plaintiff's Complaint.

11. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 11 of Plaintiff's Complaint.

JURISDICTION AND VENUE

12. To the extent that Plaintiff can maintain a federal cause of action, which Equifax denies, jurisdiction would be proper in this Court. Equifax denies that it is liable to Plaintiff, in any sum or manner.

12. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of the second Paragraph 12 of Plaintiff's Complaint, and, therefore denies the same.

FACTUAL ALLEGATIONS

13. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 13 of Plaintiff's Complaint, and therefore denies same.

14. Equifax admits it received a dispute from Plaintiff on December 30, 2004. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 14 of Plaintiff's Complaint and therefore, denies the same.

15. Equifax admits it sent Plaintiff the results of its reinvestigation on December 30, 2004. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 15 of Plaintiff's Complaint and therefore, denies the same.

16. Equifax denies the allegations contained in Paragraph 16 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 16 of Plaintiff's Complaint.

17. Equifax admits it received an April 5, 2005 dispute letter from Plaintiff. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 17 of Plaintiff's Complaint and therefore, denies the same.

18. Equifax admits it provided Plaintiff with the results of its reinvestigation on April 26, 2005. Equifax is without knowledge or information sufficient to form a

belief as to the truth of the remaining allegations contained in Paragraph 18 of Plaintiff's Complaint and therefore, denies the same.

19. Equifax denies the allegations contained in Paragraph 19 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 19 of Plaintiff's Complaint.

20. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20 of Plaintiff's Complaint, and therefore denies same.

21. Equifax denies the allegations contained in Paragraph 21 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 21 of Plaintiff's Complaint.

22. Equifax denies the allegations contained in Paragraph 22 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 22 of Plaintiff's Complaint.

23. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23 of Plaintiff's Complaint, and therefore denies same.

24. Equifax denies the allegations contained in Paragraph 24 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient

to form a belief as to the truth of the remaining allegations contained in Paragraph 24 of Plaintiff's Complaint.

25. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25 of Plaintiff's Complaint, and therefore denies same.

26. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 of Plaintiff's Complaint, and therefore denies same.

27. Equifax denies the allegations contained in Paragraph 27 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 27 of Plaintiff's Complaint.

28. Equifax denies the allegations contained in Paragraph 28 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 28 of Plaintiff's Complaint.

29. Equifax denies the allegations contained in Paragraph 29 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 29 of Plaintiff's Complaint.

30. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30 of Plaintiff's Complaint, and therefore denies same.

31. Equifax denies the allegations contained in Paragraph 31 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 31 of Plaintiff's Complaint.

32. Equifax denies the allegations contained in Paragraph 32 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 32 of Plaintiff's Complaint.

33. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 33 of Plaintiff's Complaint and therefore, denies the same.

34. Equifax admits it maintains a contractual relationship with affiliate bureaus. The contract addresses the maintenance and access of the consumer database. Equifax denies the remaining allegations of Paragraph 34, if any.

35. Equifax admits it maintains a contractual relationship with affiliate bureaus. The contract addresses the maintenance and access of the consumer database. Equifax denies the remaining allegations, if any.

36. Equifax admits the terms and conditions of the FCRA speak for themselves. Further, Equifax admits it maintains a contractual relationship with affiliate bureaus. Equifax denies the remaining allegations, if any.

37. Equifax denies the allegations contained in Paragraph 37 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient

to form a belief as to the truth of the remaining allegations contained in Paragraph 37 of Plaintiff's Complaint.

38. Equifax admits it received dispute letters from Plaintiff. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 38 of Plaintiff's Complaint, and, therefore, denies the same.

39. Equifax denies the allegations contained in Paragraph 39 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 39 of Plaintiff's Complaint.

40. Equifax denies the allegations contained in Paragraph 40 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 40 of Plaintiff's Complaint.

41. Equifax denies the allegations contained in Paragraph 41 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 41 of Plaintiff's Complaint.

42. Equifax denies the allegations contained in Paragraph 42 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 42 of Plaintiff's Complaint.

43. Equifax denies the allegations contained in Paragraph 43 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 43 of Plaintiff's Complaint.

44. Equifax denies the allegations contained in Paragraph 44 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 44 of Plaintiff's Complaint.

45. Equifax denies the allegations contained in Paragraph 45 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 45 of Plaintiff's Complaint.

46. Equifax denies the allegations contained in Paragraph 46 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 46 of Plaintiff's Complaint.

47. Equifax denies the allegations contained in Paragraph 47 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 47 of Plaintiff's Complaint.

48. Equifax denies the allegations contained in Paragraph 48 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient

to form a belief as to the truth of the remaining allegations contained in Paragraph 48 of Plaintiff's Complaint.

49. Equifax denies the allegations contained in Paragraph 49 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 49 of Plaintiff's Complaint.

50. Equifax denies the allegations contained in Paragraph 50 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 50 of Plaintiff's Complaint.

51. Equifax denies the allegations contained in Paragraph 51 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 51 of Plaintiff's Complaint.

52. Equifax denies the allegations contained in Paragraph 52 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 52 of Plaintiff's Complaint.

53. Equifax denies the allegations contained in Paragraph 53 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 53 of Plaintiff's Complaint.

54. Equifax denies the allegations contained in Paragraph 54 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 54 of Plaintiff's Complaint.

55. Equifax denies the allegations contained in Paragraph 55 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 55 of Plaintiff's Complaint.

56. Equifax denies the allegations contained in Paragraph 56 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 56 of Plaintiff's Complaint.

57. Equifax denies the allegations contained in Paragraph 57 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 57 of Plaintiff's Complaint.

COUNT ONE

Failure to Comply with 15 U.S.C. 1681e(b), 1681i(a) and 1681i(a)(5) of the Fair Credit Reporting Act and State Laws by Defendants

58. In response to Paragraph 58 of Plaintiff's Complaint, Equifax admits that Plaintiff purports to bring Count One for damages based on alleged violations of the FCRA and claims under Alabama law, all of which Equifax denies any liability. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 58 of Plaintiff's Complaint.

59. In response to Paragraph 59 of the Complaint, Equifax reinstates and reincorporates its answers and defenses to the foregoing paragraphs as though fully set forth herein.

60. Equifax denies the allegations contained in Paragraph 60 of Plaintiff's Complaint as they apply to Equifax. Defendant Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 60 of Plaintiff's Complaint.

61. Equifax denies the allegations contained in Paragraph 61 of Plaintiff's Complaint as they apply to Equifax. Defendant Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 61 of Plaintiff's Complaint.

62. Equifax denies the allegations contained in Paragraph 62 of Plaintiff's Complaint as they apply to Equifax. Defendant Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 62 of Plaintiff's Complaint.

63. Equifax admits it received dispute letters from Plaintiff. Defendant Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 63 of Plaintiff's Complaint, and, therefore, denies the same.

64. Equifax admits it was required to reinvestigate Plaintiff's dispute. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 64 of Plaintiff's Complaint and therefore, denies the same.

65. Responding to Paragraph 65 of Plaintiff's Complaint, Equifax states that the terms of the FCRA speak for themselves.

66. Responding to Paragraph 66 of Plaintiff's Complaint, Equifax states that the terms of the FCRA speak for themselves.

67. Equifax denies the allegations contained in Paragraph 67 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 67 of Plaintiff's Complaint.

68. Equifax denies the allegations contained in Paragraph 68 of Plaintiff's Complaint as they apply to Equifax. Defendant Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 68 of Plaintiff's Complaint.

69. Equifax denies the allegations contained in Paragraph 69 of Plaintiff's Complaint as they apply to Equifax. Defendant Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 69 of Plaintiff's Complaint.

70. Equifax denies the allegations contained in Paragraph 70 of Plaintiff's Complaint as they apply to Equifax. Defendant Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 70 of Plaintiff's Complaint.

71. Equifax denies the allegations contained in Paragraph 71 of Plaintiff's Complaint as they apply to Equifax. Defendant Equifax lacks knowledge or information

sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 71 of Plaintiff's Complaint.

72. Equifax denies the allegations contained in Paragraph 72 of Plaintiff's Complaint as they apply to Equifax. Defendant Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 72 of Plaintiff's Complaint.

73. Equifax denies the allegations contained in Paragraph 73 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 73 of Plaintiff's Complaint.

Equifax denies that Plaintiff is entitled to the relief specified in her prayer for relief, or to any recovery from Equifax.

AFFIRMATIVE DEFENSES

1. Plaintiff's Complaint fails to state a claim upon which relief can be granted.

2. Some or all of Plaintiff's claims against Equifax may be barred by the applicable statute of limitations.

3. Some or all of Plaintiff's claims are pre-empted by the Fair Credit Reporting Act, 15 U.S.C. §1681h(e).

4. Plaintiff's damages, if any, are caused by her own acts or omissions, or the acts or omissions of third parties other than Equifax.

5. Plaintiff's claim for punitive damages is barred by the provisions of 15 U.S.C. §1681n.

6. Plaintiff's complaint seeks the imposition of punitive damages. Equifax adopts by reference the defenses, criteria, limitations, standards and constitutional protections mandated or provided by the United States Supreme Court in the following cases: BMW v. Gore, 517 U.S. 559 (1996); Cooper Indus., Inc. v. Leatherman Tool Group, Inc., 532 U.S. 923 (2001) and State Farm v. Campbell, 538 U.S. 408 (2003).

7. Equifax alleged supplying of information, if any, was both privileged and justified.

8. Any allegation of the complaint not expressly admitted is denied.

9. Equifax reserves the right to plead additional defenses that it learns of through the course of discovery.

Respectfully submitted this 5th day of December, 2005.

EQUIFAX INFORMATION
SERVICES LLC

By: s/ E. Luckett Robinson, II

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CERTIFICATE OF SERVICE

This is to certify that I have this day served a copy of ANSWER OF EQUIFAX INFORMATION SERVICES LLC and CORPORATE DISCLOSURE STATEMENT upon the following parties by depositing same in the United States mail, with sufficient postage thereon to insure delivery, and addressed as follows:

Earl P. Underwood, Jr.
James D. Patterson
Law Offices of Earl P. Underwood, Jr.
21 South Section Street
Post Office Box 969
Fairhope, AL 36533-0969

This 5th day of December, 2005.

s/ E. Luckett Robinson, II